BEFORE THE ILLINOIS COMMERCE COMMISSION

Docket No. 01-0662

Rebuttal Testimony of William C. Deere
On Behalf of Ameritech Illinois

Ameritech Illinois Exhibit 5.1

April 22, 2002

TABLE OF CONTENTS

REBUTTAL TESTIMONY OF WILLIAM C. DEERE

ON BEHALF OF AMERITECH ILLINOIS

I. INTRODUCTION AND PURPOSE OF REBUTTAL TESTIMONY

Q. Please state your name and business address.

A. My name is William C. Deere. My business address is 604 Lasater Court, Keller, Texas.

Q. Are you the same William C. Deere that submitted Direct Testimony on January 28, 2002?

A. Yes, I am.

Q. What is the purpose of your Rebuttal Testimony?

A. The purpose of my Rebuttal Testimony is to respond to the issues raised by Staff and interveners regarding single point of interconnection, the bona fide request process, tagging of loops at the NID, network outage notification, customized routing for OS/DA, secure switch features, CNAM database and LIDB database.

II. CHECKLIST ITEM (i): INTERCONNECTION

A. Single Point of Interconnection ("SPOI")

Q. What is the SPOI issue and who raises it?

A. The issue is raised by Mr. Noorani of AT&T[1] and Dr. Zolnierek of Staff[2]. They claim that Ameritech Illinois does not comply with the requirement that it interconnect with CLECs at a single point of interconnection within a LATA.

Q. Does Ameritech Illinois allow a CLEC to interconnect at a single point within a LATA?

A. Yes, it does.

Q. How does Ameritech Illinois offer this to CLECs?

A. Through interconnection agreements such as the Telicor agreement and the original Level 3 agreement that I referenced in my Affidavit. CLECs can freely negotiate similar provisions in their own interconnection agreements or can use the "most favored nations" provisions of section 252(i) of the Telecommunications Act to "opt into" the SPOI provisions of an existing agreement.

Q. Dr. Zolnierek believes that the Level 3 agreement does not contain language that permits interconnection at a SPOI.[3] How do you respond?

A. The Level 3 agreement I was referring to was the *original* Level 3 agreement entered into on March 13, 2001. It contains the following language:

> As ordered by the Illinois Commerce Commission in Docket No. 00-0332, in AM-IL territory, CLEC shall initially establish a single POI at any

[1] Direct Testimony of Danial Noorani on Behalf of AT&T Communications of Illinois, Inc., TCG Chicago, TCG Illinois and TCG St. Louis, filed March 20, 2002, at 6-13 ("Noorani Direct").
[2] Direct Testimony of James Zolnierek, Policy Department, Telecommunications Division, Illinois Commerce Commission, filed March 20, 2002, lines 1153 through 1264 ("Zolnierek Direct").
[3] Id., lines 1167 to 1179.

> technically feasible point in each LATA in which CLEC offers local exchange service. CLEC shall establish an additional POI in a LATA once the traffic exchanged between CLEC and AM-IL with respect to that Tandem exceeds an OC-12 level (*i.e.*, 8064 simultaneous calls).[4]

The original Level 3 agreement has been replaced with an Amendment to Level 3 Contracts Superseding Certain Compensation, Interconnection and Trunking Provisions approved April 11, 2001, and I agree with Dr. Zolnierek that the negotiations for the new Level 3 agreement eliminated the SPOI language.

Q. Does this mean that Ameritech Illinois does not offer the SPOI language in its interconnection agreements?

A. Absolutely not. In the new Level 3 agreement, Level 3 made the business decision to interconnect with Ameritech Illinois at multiple points in the LATA. There are many reasons why this is a prudent decision for a CLEC to make, including the fact that multiple points of interconnection provide greater network redundancy in the event of a network failure and also allow CLECs to save on expensive transport facilities in their own network. The fact that Level 3 decided to no longer interconnect at a single point in a LATA just means that it recognized the benefits of multiple points of interconnection. It does not mean that SPOI is no longer offered by Ameritech Illinois.

Q. Dr. Zolnierek attempts to make the case that the Telicor Agreement is not evidence of a SPOI agreement because Telicor agrees to pay Ameritech Illinois

[4] Appendix NIM 2.2.1

for some of the incremental costs that Ameritech Illinois incurs to transport traffic to Telicor's SPOI.[5] Is this a valid objection?

A. No. Dr. Zolnierek does not dispute the fact that the Telicor agreement unambiguously allows interconnection at a SPOI. His complaint is that Ameritech Illinois has asked the CLEC to pay for some of the costs that are created by the SPOI arrangement, and the CLEC has agreed. His complaint is misplaced for two reasons. First, this issue is currently being litigated in two places: ICC Docket No. 01-0614 in Illinois, and a rulemaking on Intercarrier Compensation at the FCC. There is absolutely no reason to re-litigate the issue in this proceeding. Second, FCC precedents show that this is not a 271 issue. In two separate proceedings the FCC granted 271 applications despite being presented with the same arguments that Dr. Zolnierek raises here.

Q. Please describe the on-going proceedings at the Commission and the FCC that are addressing the SPOI issue.

A. In Docket 01-0614, the Commission is investigating the tariff revisions filed by Ameritech Illinois to implement the provisions of the new section 13-801 of the Illinois Public Utilities Act. In that proceeding, Dr. Zolnierek urged the Commission to rule that Ameritech Illinois may *not* charge CLECs for the increased transport costs it incurs when a CLEC elects to interconnect at a single point within a LATA. The ALJ's Proposed Order was issued on March 8, 2002, and the exceptions briefing is completed, so the proceeding is very far along.

[5] Zolnierek Direct, lines 1181 to 1194.

The FCC is addressing this identical issue in the rulemaking on Intercarrier Compensation.[6] Since this issue is being actively addressed, it makes no sense to try to resolve the SPOI issue in this 271 docket, especially when there is clear precedent that Ameritech Illinois's position is consistent with 271 requirements.

Q. What prior FCC decisions have already considered the argument made by Dr. Zolnierek for purposes of assessing compliance with section 271?

A. In approval proceedings for the Texas and Pennsylvania 271 applications, CLECs claimed that the ILEC's single point of interconnection per LATA was insufficient because the ILEC asked the CLEC to pay the cost of the additional transport necessitated by the SPOI. In each case, the FCC approved the 271 application and rejected the CLEC claim. For example, in footnote 341 of the Pennsylvania 271 Order,[7] the CLECs argued that the SPOI offer was deficient because Verizon required CLECs to "bear the cost of Verizon's transport from Verizon's designated interconnection point ("IP") which is usually its end office of [sic] tandem, to the actual competitive LEC physical point of interconnection ("POI")". The FCC rejected this argument, and specifically concluded that "Verizon's policies do not represent a violation of our existing rules" and that "Verizon complies with the clear requirement of our rules, i.e., that incumbent LECs provide for a single *physical* point of interconnection per LATA."[8]

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[6] See Notice of Proposed Rulemaking, Developing a Unified Intercarrier Compensation Regime, CC Docket No. 01-92, 16 F.C.C. Rcd. 9610, 9634-35, 9650-52 (2001).

[7] In re: Application of Verizon Pennsylvania, Inc., et al. for Authorization to Provide In-Region, InterLATA Services In Pennsylvania, 16 F.C.C. Rcd 17419 ¶ 100 & n.341 (2001) ("Pennsylvania 271 Order").

[8] Id. ¶ 100 (emphasis in original).

Q. What about the Texas case?

A. In its Texas 271 Order[9] the FCC stated: "We note that in SWBT's interconnection agreement with MCI (WorldCom), WorldCom may designate "a single interconnection point within a LATA." In the footnote to this statement, the FCC said:

> Section 1.2.2 of the WorldCom Agreement states: "MCI (WorldCom) and SWBT agree that MCI (WorldCom) may designate, at its option, a minimum of one point of interconnection within a single SWBT exchange where SWBT facilities are available, or multiple points of interconnection within the exchange, for the exchange of all traffic within that exchange. If WorldCom desires a single point for interconnection within a LATA, SWBT agrees to provide dedicated or common transport to any other exchange within a LATA requested by WorldCom, or WorldCom may self-provision, or use a third party's facilities." (Emphasis added)

The highlighted statement recognizes that WorldCom is responsible for arranging and paying for its own transport to other exchanges.

Q. Does the FCC precedent mean that WorldCom must collocate in the other exchanges in the LATA?

A. No. The POI may be at a single location and therefore collocation may be in that single location. However, some form of transport must be arranged from that collocation to the other exchanges.

[9] In re: Application by SBC Communications Inc., et al. Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Service in Texas, 15 F.C.C. Rcd. 18354, ¶ 78 & n.174 (2000) ("Texas 271 Order").

Q. Does Ameritech Illinois offer interconnection via a single point of interconnection per LATA in its tariff?

A. Ameritech Illinois proposed a tariff to do this, and that tariff is pending before the Commission in Docket 01-0614. Ameritech Illinois' proposed tariff clearly states that a CLEC "may choose to exchange traffic at a Single POI for the entire LATA". (Proposed Ill. C. C. Tariff No. 20, Part 23, Section 2, Sheet 5.1). Since Ameritech Illinois proposed to include SPOI language in the tariff, and since no party objected to addressing the SPOI obligation in the tariff, the tariff that ultimately is approved will have SPOI language in it. To the extent Dr. Zolnierek believes that Ameritech Illinois' SPOI offer needs to be in a tariff, this should address his concerns.

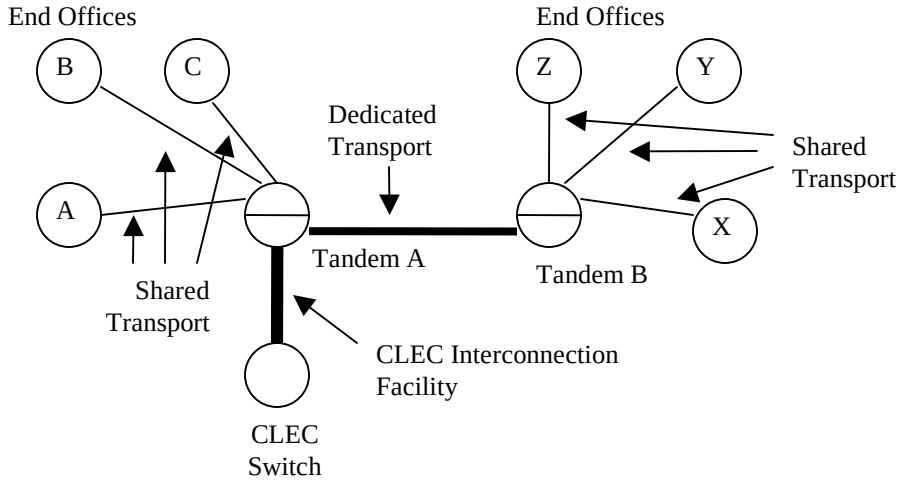
Q. Does the CLEC have total control of the location of the POI?

A. Yes, as long as it is at a technically feasible point.

Q. Should the CLEC use economic engineering criteria in deciding where to locate the POI?

A. Yes. While a CLEC may choose to interconnect at a single tandem switch location within a LATA by using a single fiber cable, it may not make sense to route all of the calls through the tandem switch. For instance, if a large number of calls are destined for end offices that terminate on another tandem switch within the LATA, it will likely be more efficient to transport the calls from the POI to the distant tandem without going through the first tandem switch. This will minimize the total amount of equipment used to complete the call. For example, in the following drawing, the

CLEC has used a single large optical cable to interconnect at Tandem A. Calls to end offices A, B and C are routed through the switch at Tandem A and use shared transport to reach the end offices. However, calls to end offices X, Y and Z should be transported to Tandem B on dedicated transport and switched through Tandem B to the sub-tending end offices. This eliminates the additional switching at Tandem A.



Q. Did the FCC eliminate economic considerations from the determination of "technically feasible" points of interconnections?

A. No. The FCC has said "We find that the 1996 Act bars consideration of costs in determining "technically feasible" points of interconnection or access."[10] However, it went on to say "of course, a requesting carrier that wishes a 'technically feasible' but expensive interconnection would, pursuant to section 252(d)(1), be required to bear the cost of that interconnection, including a reasonable profit."[11]

[10] First Report and Order, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 11 F.C.C. Rcd 15499 ¶ 199 (1996) ("First Report and Order").
[11] Id. ¶ 199.

Q. Please summarize your discussion of SPOI.

A. Ameritech Illinois does offer CLECs the opportunity to physically interconnect at a single point within a LATA. The SPOI architecture causes Ameritech Illinois to incur additional transport costs. Whether or not those additional costs should be paid for, in part, by the CLECs is an issue pending before the Commission and the FCC, and should not be re-litigated here. For purposes of this proceeding, the FCC has already ruled that it does not affect checklist compliance.

B. Tandem Exhaust Policy/Direct End Office Trunking

Q. What is this issue and who raises it?

A. Mr. Noorani of AT&T objects to Ameritech Illinois' desire that CLECs establish direct trunks to end offices (i.e., "direct trunk") when traffic between the CLEC and that Ameritech Illinois end office reaches a DS1's worth of traffic.[12] In particular, he alleges that Ameritech Illinois is prevented from asking CLECs to do this because of the SPOI requirement discussed above.

Q. Why does Ameritech Illinois believe that CLECs should establish direct trunking to end offices?

A. This is simply a good engineering practice. If all traffic from a CLEC is routed to a single Ameritech Illinois switch, that switch will reach capacity (i.e. "exhaust") more rapidly. This is especially true in cases where the call is destined for an Ameritech

[12] Noorani Direct, pages 13-15.

Illinois end user served by a different switch, because in that case the call ends up being switched two or three times. This is an unnecessary and wasteful use of switching capacity. If the call is direct trunked to the end office, the call will only need to be switched once – not two or three times.

Q. Is Ameritech Illinois prevented from asking CLECs to do this because of the SPOI requirement?

A. No, it is not. The SPOI provision only requires Ameritech Illinois to establish a single point of interconnection, i.e., a single point within a LATA where the physical facilities of Ameritech Illinois and the CLEC connect to each other. It does not, as Mr. Noorani contends, require that all traffic flowing from the CLEC to Ameritech Illinois be trunked (i.e., "routed") to a single Ameritech Illinois switch.

Q. What is the difference between the physical facilities that connect the networks of two carriers and the "trunks" that are established over those physical facilities?

A. A trunk is a service provisioned jointly between two switches. It includes trunk circuit packs in each switch. A "trunk" sets up a call path that rides over a physical facility. Typically one "trunk" uses a single time slot of a DS1 facility, which can have up to 24 time slots or voice grade capable communication paths on it. The DS1, in turn may be part of a DS3 facility, which can have 28 DS1s (672 voice grade paths). As telephone switches are computers, the physical facility may be thought of as hardware, and the trunk as software. Thus to make these trunks capable of communicating with each other, the trunks must be programmed in the switches at

each end. A single trunk may be transported over several physical facilities between switch locations.

Q. Once again, why is direct trunking consistent with the SPOI requirement?

A. Because it does not require the CLEC to establish a physical POI at the end office; it simply requires the CLEC to provide an efficient trunking arrangement from the POI to the end office by properly equipping and programming its switch. Again, the most efficient arrangement is usually a high usage-alternate routing trunking architecture using direct trunks and shared transport trunks.

Q. Mr. Noorani believes that the tandem exhaust issue is simply an attempt to lend some legitimacy to a proposal that is designed to harm CLECs.[13] Is this true?

A. No. Ameritech Illinois' desire to limit tandem exhaust is simply good engineering policy. No one benefits from the exhaust of a tandem switch. The installation of an additional switch results in additional costs for Ameritech Illinois and the CLECs. It is inefficient to run all traffic for a LATA through a tandem switch. Good engineering planning recognizes that there is a point where direct trunking is more efficient than tandem switching. For example, when a trunk group is established between two switching offices through a tandem switch, four switch trunk terminations, four multiplex/de-multiplex systems and two SS7 signaling links are required. If direct trunking is used, the quantities of equipment are cut in half. In order to handle more than 24 trunks, good engineering practices would dictate that high-usage, alternate routing trunking should be used. This would provide

protection for peak traffic use of the route and efficient use of facilities and equipment.

Q. Has the Commission ever addressed the issue of whether tandem exhaust is a concern in Illinois?

A. Yes. In the May 1, 2001 order in the Ameritech Illinois/Verizon Wireless arbitration (Docket 01-0007), page 6, the Commission specifically found that "tandem exhaust is a significant problem in Illinois".

Q. Mr. Noorani asserts that Ameritech Illinois does not comply with its transit obligations because it requests CLECs to direct trunk to other carriers when traffic volumes justify.[14] Do the same engineering concepts apply to traffic that a CLEC desires to transit through an Ameritech Illinois tandem switch to a third carrier?

A. Yes. While Ameritech Illinois does routinely transit traffic for interconnected CLECs, when traffic levels between one carrier and another carrier reach 24 DS0s (1 DS1's worth of traffic), Ameritech Illinois requests those carriers subtending an Ameritech Illinois tandem to establish either Direct End Office Trunk Groups ("DEOTs") to Ameritech Illinois end office(s), or direct trunks to the other carrier(s). DEOTs "bypass" (i.e., do not switch at) the tandem office and are an effective means of extending the viable life of each tandem resource. This expectation is no different than how Ameritech Illinois conducts business within its own network to preserve

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13 Noorani Direct, page 15, lines 20-22.
14 Id., pages 19 and 20.

tandem resources.

Q. Does Dr. Zolnierek[15] accurately describe Ameritech Illinois' position on transiting?

A. No. He confuses two distinct concepts. First, it is undisputed that Ameritech Illinois will act as the transit provider, i.e., accept traffic from one carrier and deliver it to another carrier. That obligation is included in Ameritech Illinois' GIA, as Dr. Zolnierek recognizes at line 1008 of his testimony.

Second, it is possible that a CLEC would want to act as a transiting carrier between a CLEC and Ameritech Illinois.

Q. What is Dr. Zolnierek's concern with this second scenario?

A. He says that Ameritech Illinois' position is that "it will not accept third party local traffic delivered to it by an interconnected carrier".[16] This is not correct. Ameritech Illinois can and does accept third party local traffic from interconnecting carriers. Transiting is also addressed in certain Ameritech Illinois tariffs. I will note that there may be a disagreement on a purely legal issue of whether Ameritech Illinois is *required* by federal law to provide transiting services. Ameritech Illinois contends that it is not. This dispute is beside the point because Ameritech Illinois clearly *does* offer to accept this type of traffic.

[15] Zolnierek Direct, lines 1006-1104.
[16] Id., lines 1043-1044.

III. CHECKLIST ITEM (ii):

NONDISCRIMINATORY ACCESS TO NETWORK ELEMENTS

A. Network Interface Devices ("NIDs")

Q. What is the issue concerning this checklist item and who raises it?

A. Mr. Rod Cox, on behalf of McLeodUSA Telecommunications Services, Inc. and TDS Metrocom, Inc., complains that Ameritech Illinois has not installed NIDs at many customer premises[17] and does not always properly tag loops at NIDs and demarcs.[18]

Q. Please respond.

A. Many older locations do not have a new type of NID installed on the outside of the premises. However, all locations have some form of demarcation to separate the outside wire from the inside wire. This demarcation point would be considered the NID until a visit by an Ameritech Illinois technician or request by a customer to place a NID device on the outside of the premises. As discussed in paragraph 81 of my initial affidavit, as a result of discussions with the CLECs in collaboratives[19] and the Ameritech CLEC User Forum, Ameritech Illinois has agreed to procedures for moving internal NIDs outdoors. These procedures were introduced in a January 23, 2001 Accessible Letter CLECAM01-016. Ameritech Illinois will move an internal

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[17] Direct Testimony of Rod Cox, Senior Manager of Performance and Compliance at McLeodUSA Telecommunications Services, Inc., filed March 20, 2002, lines 169-171 ("Cox Direct").

[18] Id. lines 452-469.

[19] The collaboratives resulted from issues raised in Wisconsin in Docket 6720-TI-160.

"protector" or "station block" (which are defined as a grandfathered demarcation point that contains a non-jacked end (RJ11 or RJ21) type device) to an external location with a RJ-type device at no charge to the CLEC. Ameritech Illinois will perform such work if it makes a customer premise visit for any reason (other than a CLEC work order discussed below). The protector or station block will be replaced with an RJ-jacked type device on an external location and Ameritech Illinois will reconnect the new device to the customer's existing inside wire. Ameritech Illinois will move a working internal NID to an external location at Ameritech Illinois' existing time and material charges on a nondiscriminatory basis for retail and wholesale customers if the CLEC places an order for such work. Ameritech Illinois waived such charges for CLEC-requested NID moves until July 31, 2001.

Q. Why does Ameritech Illinois "tag" loops at the NID?

A. The UNE loop provided by Ameritech Illinois runs from the central office to the end user's premises, where it terminates at a network interface device, or "NID". In multi-unit buildings there are multiple loops that terminate in the NID. The CLEC needs to know which individual loop has been activated for its use so that the CLEC can provide service from the NID to the unit of its end user.

Q. **What information does Ameritech Illinois provide to identify the individual loop?**

A. Ameritech Illinois provides "binding post" information. The "binding post" is the location on a terminal block where an individual loop is present. For example, there

may be 100 loops that terminate at a location on a terminal block and each one will have a different "binding post" number.

Q. How does Ameritech Illinois get the binding post information to a CLEC?

A. When a technician is dispatched to the customer location, Ameritech Illinois physically "tags" the NID with a little card that has the binding post information on it. When no dispatch is made, Ameritech Illinois transmits the binding post information to the CLECs by fax.

Q. How do you respond to Mr. Cox's allegation that, on occasion, Ameritech Illinois has not properly provided this information to McLeodUSA?

A. Mr. Cox did not provide in his testimony sufficient information about the incident for me to respond in detail. The Ameritech Illinois account team that supports McLeodUSA informs me that in March, McLeodUSA provided a list of examples of February installations for investigation. However, in order to properly investigate this issue, Ameritech Illinois will need more current examples. Ameritech Illinois' Account Manager has offered to accept individual events on a real time basis to allow investigation of this complaint.

The investigation of this matter has produced one development that should improve service. During the investigation it was discovered that the fax number being used by Ameritech Illinois to fax "binding post" information to McLeodUSA was incorrect. That information has been corrected in Ameritech Illinois' records.

B. Network Outage Notification.

Q. What is the issue and who raises it?

A. Mr. Piticavong complains that Ameritech Illinois does not sort its notifications of network outage to show which CLECs are affected.[20]

Q. Is Mr. Piticavong correct?

A. Mr. Piticavong is correct that we do not "sort" network outage notices, but he is wrong to suggest that this is a problem. Currently, if there is an outage, Ameritech Illinois informs all CLECs that use equipment and facilities in an affected location. This approach allows for fast notice to all carriers that might be concerned, and it is the only practicable method because Ameritech Illinois does not maintain detailed lists of every facility or piece of equipment used by individual CLECs. (In fact, I suspect CLECs would complain if it did.) As a result, it is not feasible to quickly determine exactly which CLECs may be affected by an outage.

Ameritech Illinois gave CLECs ample opportunity to suggest a different procedure, but they did not. Ameritech Illinois developed its network outage notification based upon the input from CLECs during the Performance Measurement Collaboratives in 2000. At that time Ameritech Illinois agreed to notify CLECs of planned and unplanned network outages by e-mail. Accessible Letter CLECAM00-087, dated August 23, 2000, notified the CLECs that they could register for this service. CLECS were reminded in November 2001 (Accessible Letter CLECAM01-370) and again in March 2002 (Accessible Letter CLECAM02-082) of the

[20] Direct Testimony of Jack Piticavong on Behalf of RCN Telecom Services of Illinois, Inc., filed on March 20, 2002, page 8 ("Piticavong Direct").

procedures used for notification of planned and unplanned network outages. RCN is the only CLEC to now complain about the procedure.

Q. Is the same method of notification of network outages used in SWBT states where the FCC has approved 271 applications?

A. Yes, Accessible Letter CLEC00-083 announced the email notification system for Arkansas, Kansas, Missouri, Oklahoma and Texas in April 2000.

Q. Mr. Piticavong also complains that in 2001 RCN did not receive downtime or restoral notification of several power outages.[21] Please comment.

A. RCN submitted its request to be included on the network outage notification distribution list on July 26, 2001. My investigation of this issue following that date identified a single case of power outage in a remote digital loop carrier site associated with the Superior central office in Chicago. There were two failures of the power converters on the same day. Due to insufficient internal communication, the proper process for notifying CLECs was not correctly implemented and a notification was not sent to the CLECs. The workgroups responsible for implementing the notification process have now been advised of the correct procedure to follow in such instances. The correct notification process was fully implemented October 2001.

[21] Id. at 8.

Q. Please respond to Mr. Piticavong's claim that no one in the Ameritech Illinois organization could provide any information concerning Restoral time for this incident.[22]

A. Mr. Piticavong provides no information as to whom he tried to contact. However, the Ameritech Illinois maintenance organization was aware of this outage and the repair centers were made aware. While it is not always possible to know how long it is going to take to correct a problem, if RCN had contacted its account manager, the best information available would have been provided.

C. BFR Process

Q. What is the BFR issue, and who raises it.

A. Dr. Zolnierek of the Staff claims that Ameritech Illinois does not provide a sufficient process to make available "newly defined UNEs". In particular, he criticizes the bona fide request ("BFR") process that Ameritech Illinois offers to CLECs to obtain access to UNEs that do not currently exist.[23]

Q. Has the FCC set any standards for a BFR process to make "newly defined" UNEs available?

A. No. In fact, this is not a checklist item at all. First, it is important to note that the time frames in the BFR are not "UNE provisioning intervals"[24] as Dr. Zolnierek describes them. I certainly would agree with him that once a network element has

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22 Id. at 9.
23 Zolnierek Direct, lines 2054-2117.
24 Id. lines 2247-2248.

been defined and is in effect, for most UNEs it would be "hard to fathom a provisioning interval of four months."[25] But the BFR process has nothing to do with UNE provisioning or checklist item 2. The FCC only requires that a 271 applicant demonstrate that it is making available all network elements *required* by then effective FCC unbundling rules. For example, in the Texas application, it was not necessary to demonstrate compliance with all aspects of the UNE Remand Order because some of those rules were not in effect when the application was filed. The FCC stated that "[F]or purpose of evaluating compliance with checklist item 2, we require SWBT to demonstrate that it is currently in compliance with rules in effect on the date of the filing, but do not require SWBT to demonstrate that it complies with rules that become effective during the pendency of its application".[26] Because the BFR process by definition deals with requests that are not required by effective FCC unbundling rules, it has no relevance to checklist item 2, which is limited to access to UNEs *in effect.* In any event, I would note that the FCC has approved section 271 applications filed by Ameritech Illinois affiliates in five states (Texas, Kansas and Oklahoma, Arkansas and Missouri) that offered BFR intervals identical to those offered by Ameritech Illinois.

Q. Has the ICC set any standards for the BFR process?

A. This Commission has, in several orders, authorized the use of the BFR process as an appropriate mechanism for the Company to identify new unbundled network elements. In the AT&T arbitration, for example, the Commission was called upon to

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[25] Id.

[26] Texas 271 Order, ¶ 28.

decide the appropriate time period for Ameritech Illinois to respond to a BFR with a preliminary analysis. The Commission found that the thirty-day period was reasonable.[27] In the SCC arbitration, the Commission likewise examined the BFR process and found that it was appropriately used.[28] In the TDS arbitration, the Commission was once again called upon to decide a BFR issue – and again affirmed that the BFR is an appropriate process.[29] The overwhelming precedent in Illinois recognizes and approves of the BFR process as an appropriate mechanism.

Q. Dr. Zolnierek mentions that the BFR process is an issue in Docket 01-0614. Is it?

A. Yes, but in a very different context. The issue in Docket 01-0614 involves the narrow question of whether the BFR process is sufficient to allow CLECs to request "ordinarily combined" UNEs under section 13-801(d) of the Illinois Public Utilities Act. It does not involve the issue that Dr. Zolnierek wants to raise here; i.e., whether the BFR process fairly allows CLECs an opportunity to request UNEs that do not currently exist. The ALJ's Proposed Order in that Docket found that Ameritech Illinois' BFR proposal was acceptable, with some modifications.

[27] Nov. 26, 1996 Order, AT&T Arbitration, ICC Docket Nos. 96-AB-003/96-AB-004 (Consol.), at 50.
[28] March 21, 2001 Order, SCC Arbitration, ICC Docket No. 00-0769 at 15-16.
[29] Aug. 8, 2001 Order, TDS Arbitration, ICC Docket No. 01-0338, at 23.

V. CHECKLIST ITEM (vi): LOCAL SWITCHING

A. Customized Routing for OS/DA

Q. What is the issue and who raises it?

A. Mr. Caputo, on behalf of WorldCom, claims that Ameritech Illinois does not qualify for 271 relief because Ameritech Illinois has not proven that it can provide a workable version of customized routing.[30]

Q. **How do you respond?**

A. Mr. Caputo is incorrect. As discussed starting at paragraph 184 of my Affidavit, the FCC has approved 271 applications for several states that offer the same type of custom calling arrangements as is being offered in Illinois. In fact, since my initial affidavit was filed, the FCC has approved the same type of customized routing arrangements for Arkansas and Missouri.[31]

Q. Mr. Caputo says that Ameritech Illinois should be aware of WorldCom's interest in customized routing over FGD trunks. Has WorldCom actually placed an order for customized routing based upon its requirements in Illinois?

A. No. Despite Mr. Caputo's claims that Ameritech Illinois should be aware of WorldCom's desires, WorldCom has not used the Bona Fide Request provision of its interconnection agreement to request a special form of customized routing. This

[30] Direct Testimony of Edward J. Caputo Filed On Behalf of WorldCom, Inc. WorldCom Exhibit No. 5.0, filed March 20, 2003, lines 129-130 ("Caputo Direct").

[31] In re: Joint Application by SBC Communications Inc. et al. Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Arkansas and Missouri, 16 F.C.C. Rcd 20719, ¶116 (2001) ("Arkansas & Missouri 271 Order").

impairs Ameritech Illinois' ability to perform a technical evaluation, because Ameritech Illinois does not know the precise requirements that WorldCom may have. Moreover, Ameritech Illinois should not have to devote resources to evaluate this possibility if WorldCom is not genuinely interested enough to submit a formal request.

Q. Why is it important that WorldCom actually order its preferred method of customized routing of OS/DA traffic over FGD trunks?

A. Ameritech Illinois already offers two types of customized routing for OS/DA – AIN and Line Class Code ("LCC"). If CLECs are sincerely interested in obtaining still other types of customized routing, they need to use the established process to submit a bona fide request so that Ameritech Illinois can evaluate the precise features the CLEC is looking for. In the Second Louisiana 271 Order[32] the FCC recognized that CLECs are obligated to make specific requests for the type of customized routing that WorldCom desires.[33]

Q. What would Ameritech Illinois do if WorldCom submitted a Bona Fide Request for customized routing designed to meets its specific needs in Illinois?

A. Ameritech Illinois would accept the BFR, evaluate the request, and if the request were technically feasible, Ameritech Illinois would develop a cost proposal and present it to WorldCom for its acceptance.

[32] In re: Application by BellSouth Corporation et al. for Provision of In-Region, InterLATA Services in Louisiana, 13 F.C.C. Rcd. 20599, ¶ 226 (1998) ("Second Louisiana 271 Order").
[33] Id., ¶ 226.

Q. What would Ameritech Illinois charge WorldCom for conducting a preliminary analysis on such a request?

A. The CLEC submitting a BFR has the option of paying a fixed rate of $2,000 at the time the request is submitted, or it may elect to pay the actual expenses incurred by Ameritech Illinois.

Q. Based on what you know so far about customized routing on FGD trunks, is it technically feasible?

A. I do not know if anyone can fully answer that question. Pacific Bell has done some testing using a line class code arrangement in California. However, WorldCom witness Caputo stated in California that WorldCom has *no proposed solution for Nortel switches* to custom route WorldCom's OS traffic. He said, "We have been working on coming up with a proposed solution from Nortel although we don't have one at this point in time."[34] Therefore, WorldCom does not appear to have a technically feasible method of providing customized routing on FGD trunks for all switches. Ameritech Illinois also uses Siemens central office switches and no test has been conducted on this type of switch. In addition, the test in California revealed problems in developing the records necessary for proper billing to occur.

Q Mr. Caputo alleges that Ameritech Illinois AIN customized routing solution is untested.[35] How do you respond?

[34] Arbitration hearing in Application 01-01-010, The Application of Pacific Bell for Arbitration of an Interconnection Agreement with MCImetro., Mr. Caputo (for MCIm), Tr. Vol. 9, p. 862.
[35] Caputo Direct, lines 170-171.

A. Mr. Caputo is incorrect. The AIN programming used for customized routing of operator services and directory assistance calls is the same programming that is used in Illinois to route local calls over shared transport. Therefore, this program was tested in the lab and in the field before being deployed for actual use.

Q. Mr. Caputo says that your testimony that "line class code" customized routing is available is inconsistent with the testimony of another SBC witness in Missouri, Mr. Kirksey.[36] How do you respond?

A. Mr. Caputo is confusing a workable version of customized routing using line class codes with his vision of customized routing using FGD trunks. Mr. Kirksey testified in Missouri that he did not believe line class code-based customized routing to Feature Group D trunks, as requested by WorldCom, would work. I stated that customized routing of OS/DA calls was offered using line class codes and AIN. In fact customized routing of operator services and directory assistance calls is being used by at least one CLEC in California using line class codes. Customized routing of directory assistance calls is also being used in Texas.

Q. Mr. Caputo contends that BellSouth was denied 271 relief in Louisiana because it does not provide customized routing.[37] Is that relevant?

A. The FCC did deny Bell South's application partially on the basis of Customized routing. However, it was because Bell South had not developed its AIN option and because Bell South's LCC method required manual processes for ordering.[38] That

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36 Id., lines 171-177.
37 Id., lines 250-268
38 Second Louisiana 271 Order, ¶¶ 222 and 225.

circumstance does not apply here, so the comparison Mr. Caputo makes is simply wrong.

The pertinent (and more recent) FCC orders are for the SWBT states. As I noted above, subsequent to the Second Louisiana 271 Order, the FCC specifically found that the type of customized routing offered in Texas satisfied the requirements of 271. The FCC found "that SWBT meets its obligation to provide the customized routing function, because SWBT provides, at fixed prices, terms, and conditions, the routing system SWBT itself uses, and makes LCC available, upon request, as well."[39] This is the same type of customized routing offered by Ameritech Illinois.

Staff Comments

Q. Did the ICC Staff comment on customized routing?

A. Yes. Jeffery Hoagg recommended that Ameritech Illinois be required to modify its tariff to include customized routing using AIN.[40] This general issue of whether Ameritech Illinois is required under 271 to tariff its offerings is addressed in the testimony of Ameritech Illinois witness Rhonda Johnson.

[39] Texas 271 Order, ¶ 341,

[40] Direct Testimony of Jeffery H. Hoagg, Policy Department, Telecommunications Division, Illinois Commerce Commission, filed on March 20, 2002, line 1576 ("Hoagg Direct").

B. Secure Switch Features

Q. Dr. Zolnierek states that checklist item 6 requires Ameritech Illinois to offer all features that are "loaded" on a switch, even if that feature is not available for Ameritech Illinois to use.[41] Do you agree?

A. No. My disagreement stems from Dr. Zolnierek's misunderstanding of what features are "loaded" on a switch. Switch vendors offer features in "packages" that Ameritech Illinois may or may not purchase when it installs a switch. If Ameritech Illinois does not purchase a package, those features may technically be in the switch, but Ameritech Illinois cannot use them for itself or its customers. Some vendors design the software so that some features may be buried in the software, but are not available until activated by a password. This password must be purchased from the vendor. Other vendors require you to order the feature packages and install them like a new program on a computer. A feature cannot be consider "loaded" in the switch if Ameritech Illinois does not have access to that feature and cannot use it.

Q. What would be the impact of Dr. Zolnierek's theory?

A. If it was adopted by the FCC, no ILEC could have "secure" switch features any more. ILECs would have to pay vendors up front for all features designed into a software release by the vendors – whether or not the ILEC believed that the feature had any value. This result would serve no one's interest and would only prevent ILECs and switch vendors from realizing the efficiencies of the current practice. In effect, a switch vendor could design features that no one desired and load them into a switch and the ILEC would be required to pay for it.

[41] Zolnierek Direct, page 145, lines 3273- 3350.

Q. Does Ameritech Illinois deny the CLECs access to these hidden or non-loaded features?

A. No. Ameritech Illinois makes them available through the Bona Fide Request Process.

Q. Dr. Zolnierek states that he sees no need for Ameritech Illinois to be concerned about interaction of features.[42] Is he correct?

A. No. He seems to believe that the switch vendors would design features in such a way that there would be no risk of adverse feature interaction. Unfortunately, this is not true. Part of the documentation on each switch is a set of feature interaction documents. Included in each of these is a list of known interactions with other features. In some cases, the interactions negate the possibility of offering both features in the same switch. For example, certain forms of distinctive ringing cannot be combined with Caller ID because the distinctive ringing feature reduces the interval between the ringing cycles in such a way that there is insufficient time to transmit the Caller ID information to the customer CPE. An AIN trigger, such as the "Off Hook Immediate" trigger causes the switch to take action as soon as the calling telephone goes off hook. This could interfere with the application of features that require the dialing of a special code before placing a call. (For example, dialing the code to block the delivery of the calling number.) Without a complete examination of a new feature to be added to a switch, the service of existing customers could be

[42] Id. at 146, lines 3331 through 3335.

adversely affected.

Q. Dr. Zolnierek states that Ameritech Illinois has already included the costs of the features in its cost estimates and that charging for activation of new features would amount to double recovery.[43] Is this correct?

A. I do not believe that it is. Since Ameritech Illinois has not paid for the secure features, those costs could not have been included in Ameritech Illinois' rates for unbundled local switching. It must be remembered that CLECs have access to all of the features on a switch that Ameritech Illinois has already paid for. The BFR process is only required when a CLEC requests features that are not paid for and activated at the CLEC's request.

V. CHECKLIST ITEM (x):

ACCESS TO DATABASES AND ASSOCIATED SIGNALING

A. CNAM Database

Q. What issues are raised concerning access to the Customer Name and Address ("CNAM") database?

A. There are three issues.

1. The direct testimony of Rahul Dedhiya, filed on behalf of RCN Telcom Services of Illinois, Inc., claims that Ameritech Illinois treats CLECs differently than its own retail customers when providing Caller ID with Name service.

[43] Id., lines 3341-3343.

2. Mr. Lehmkuhl, on behalf of WorldCom claims that Ameritech Illinois is required to provide full or batch access to the CNAM database in a download format.
3. Mr. Lehmkuhl also complains about certain ported numbers that allegedly were not included in Ameritech Illinois' CNAM database.

1. RCN Complaint – Display of CNAM Information

Q. Please elaborate on the first issue.

A. Rahul Dedhiya claims that Ameritech Illinois customers that receive calls from Verizon customers always have the "caller ID with name" information displayed, whereas RCN customers that receive a call from that same Verizon customer may get an "out of area" message displayed on their caller ID screen. [44]

Q. Is Ameritech Illinois responsible for any differences that occur along these lines?

A. No. Any such differences are solely attributable to RCN's network and to the third party database vendors that RCN uses.

Q. Does Ameritech Illinois provide Caller ID with Name service to RCN or its customers?

A. No, Ameritech Illinois does not provide Caller ID with Name service to RCN or its

[44] Direct Testimony of Rahul Dedhiya on behalf of RCN Telcom Services of Illinois, Inc., filed as RCN Exhibit 2.0 on March 20, 2002, at 2 ("Dedhiya Direct").

customers or the customers of any switch-based CLEC. In addition, Ameritech Illinois does not launch calling name ("CNAM") queries for RCN's network or customers as described by Mr. Dedhiya.[45] RCN launches its own CNAM queries. In addition, Ameritech Illinois does not generate the CNAM response messages that may be returned from third-party CNAM databases.

Q. What does Ameritech Illinois do in the provision of the access to the CNAM database?

A. Ameritech Illinois routes and transports those CNAM queries made by RCN to the appropriate database. Ameritech Illinois also routes and transports the CNAM response messages it receives back for RCN from distant CNAM databases (i.e., Ameritech Illinois doesn't create those responses).

Q. Do RCN and Ameritech Illinois offer their customers the same type of Caller ID with Name service?

A. It is my understanding that they do not. Ameritech Illinois offers its customers a proprietary version of Caller ID with Name service that is based on Advanced Intelligent Network ("AIN") architecture and requires the use of special software that was developed by Ameritech Illinois. RCN offers a version of Caller ID with Name that is defined by Telcordia Technologies document GR-1188 and does not use AIN architecture.

[45] Id., at 2.

Q. Do GR-1188 queries always result in the return of either a calling name or a state identifier?

A. No. There are a number of things that can occur that would prevent the return of either caller or state name information. The following examples identify the most common reasons, but are not a complete list:

- There may be no name in the CNAM database operated by the calling party's carrier. In this case there may be no response from the CNAM database, or the CNAM database may transmit "UNAVAILABLE", or something similar.
- The carrier serving the calling party may not operate a CNAM database or may not have selected a CNAM database in which to store its data. In these cases the CNAM query will never reach a database, and therefore, there may never be a response back to the switch, so the customer CPE will receive the name "unavailable or out of area" indication from the switch.
- The carrier launching the query may not have the needed business agreement to authorize its traffic on either the interconnecting SS7 network(s) or the database on which the name resides. As a result, these third party networks may block the carrier's queries or responses. Again, in these cases, there will be no response to the switch, so the customer CPE will receive the name "unavailable or out of area" indication from the switch.
- If the response does not reach the switch before the second ringing cycle starts, it will not be able to be transmitted to the customer. The customer CPE will receive the name "unavailable or out of area" indication from the switch.
- If the carrier owning the switch launching the query does not have its switch translated properly to respond to test messages from the CNAM database or the

interconnecting signaling networks, the CNAM database may stop sending/transporting response messages to that switch.[46] The customer CPE will receive the name "unavailable or out of area" indication from the switch.

Q. Is Ameritech Illinois' proprietary version of Caller ID with Name superior to that used by RCN?

A. Yes. The Caller ID with Name service Ameritech Illinois provides to its customers is based on AIN technology that is different than the technology used to support GR-1188 queries.

The result of this proprietary service design logic is that Ameritech Illinois' Caller ID with Name customers will always see either a Customer Name or State Name if the caller's telephone number is present.

Q. Is this an issue of nondiscriminatory access to Ameritech Illinois' CNAM call-related database?

A. No. This is an issue related to RCN's and Ameritech Illinois' ability to access the CNAM databases of third parties. The example RCN uses is about a call originating from the state of Maryland. First, Ameritech Illinois does not provide local service in Maryland. Second, Ameritech Illinois does not store in its CNAM database the calling name information associated with any end user in Maryland.

Nevertheless, the ability of RCN to reach a third-party CNAM database is exactly

[46] SS7 signaling networks have a capability called subsystem responses status test whereby they confirm the status of their transmission paths. If the SS7 network notifies the Service Control Point (SCP) that there has been an inability to deliver a response, the SCP will stop sending responses and begin sending "are you there" test messages. The SCP will not begin database responses (including CNAM responses) until it gets a positive acknowledgment from the query-originating switch.

the same as Ameritech Illinois' ability, provided RCN has established the appropriate business relationships with third-party network(s) and database providers. As discussed above, if Ameritech Illinois has a business agreement in place to query the database selected for the specific calling party, Ameritech Illinois would launch a GR-1188 Query and that query would route through the network exactly the same as does RCN's GR-1188 query (because they use the exact same STPs, translation type, and routing tables).

Q. Has Ameritech Illinois discussed the differences in the CNAM services with RCN?

A. Ameritech Illinois has repeatedly told RCN that Ameritech Illinois provides its own customers a proprietary Caller ID with Name service that differs from the GR-1188 version used by RCN, and that Ameritech Illinois does not believe that it is under any obligation to provide this proprietary service logic to RCN. Ameritech Illinois has told RCN that the name information displayed to their customers is not solely determined by the performance of the signaling routing and transport services Ameritech Illinois performs on RCN's behalf. If RCN generates a CNAM query, which Ameritech Illinois routes, and for which a response is received, which Ameritech Illinois also routes, and which is received by RCN's switch, their customer may still see "unavailable or out of area" based on the translations and timing in RCN's switch. RCN has been unwilling or unable to understand the difference between the AIN-based Caller ID with Name and GR-1188-based Caller ID with Name as well as the signaling routing and transport service that is provided by Ameritech Illinois to RCN. RCN's assertion that Ameritech Illinois is not

meeting its obligations to them based solely on the differences seen by our respective customers is misguided and incorrect.

Where RCN provides specific information, Ameritech Illinois will investigate and where necessary make corrections to our signal routing and transport capabilities. That is in Ameritech Illinois' best interest, since it uses the same signal routing and transport to other distant CNAM databases that is used for RCN. If there is a problem in the Ameritech Illinois signal routing and transport that would impair RCN's Caller ID with Name services, it would also impair Ameritech Illinois' CNAM services.

Q. If RCN deployed an AIN-based Caller ID with Name service, would they be able to build it such that it would provide comparable results to Ameritech Illinois' Caller ID with Name service?

A. Yes. Ameritech Illinois is obligated to provide access to its AIN service creation logic that would allow RCN to build a comparable service. However, RCN would first have to deploy switch-based AIN capabilities that would generate an AIN query to the AIN SCP rather than a GR-1188 query that is directed to an STP. Alternatively, RCN might also obtain AIN SCP or comparable functionality from various third party suppliers.

Q. Is RCN's issue properly related to access to Ameritech Illinois' unbundled network elements?

A. No. As discussed above, RCN's issue has nothing to do with access to Ameritech Illinois' Calling Name Information or any other Ameritech Illinois unbundled

network element. RCN's issue has everything to do with RCN's access to the network and database capabilities of other companies, as well as RCN's own platform choices.

2. WorldCom Complaint – CNAM Database Download

Q. What is WorldCom's issue on the CNAM database download?

A. WorldCom claims that Ameritech Illinois imposes an unreasonable restriction on access to its CNAM database by limiting it only to "per query" access. In addition, WorldCom claims that Ameritech Illinois' refusal to provide WorldCom "batch" access to CNAM, as opposed to the more limited "per query" access, violates the requirements of Checklist Item 10.[47]

Q. As an initial matter, is the download of the entire CNAM database a UNE as claimed by Mr. Lehmkuhl on behalf of WorldCom?[48]

A. No. The Telecommunications Act of 1996 requires nondiscriminatory access to databases and associated signaling necessary for call routing and completion. In the UNE Remand Order (¶ 402) the FCC stated:

> We find that, as a general matter, requesting carriers' ability to provide the services they seek to offer is impaired without unbundled access to the incumbent LECs' call-related databases. Thus, we require incumbent LECs, upon request, to provide nondiscriminatory access to their call-

[47] Direct Testimony Of Michael Lehmkuhl On Behalf of WorldCom, Inc., filed as WorldCom Exhibit No. 4.0 on March 20, 2002, at19 ("Lehmkuhl Direct").

[48] Id., at 15.

related databases on an unbundled basis, *for the purpose of switch query and database response through the SS7 network.*[49] (emphasis added)

From this language it is clear that what Ameritech Illinois must do is provide "access" to the CNAM database on a "query" basis "through the SS7 network."

Q. How do you respond to WorldCom's claim that it is entitled to download the entire CNAM database as a UNE?

A. WorldCom's position, that the underlying database (that is, the data itself) is a UNE and must be handed over in a "batch", has no basis in law or fact. As discussed above, the FCC did not define the data as a UNE. The FCC defined the UNE as query access to the database using the SS7 network. The FCC also decided that the access to the database could be restricted to only those services supported by that database: "[q]uery and response access to a call related database is intended to require the incumbent LEC only to provide access to its call related database as is necessary to permit a competing provider's switch (including the use of unbundled switching) to access the call-related database functions supported by the database."[50] Such requirements can only be met in the manner Ameritech Illinois has offered WorldCom access to this call-related database; that is, on a per-query basis. Additionally, the FCC has granted 271 approval in five SBC states, and in four states served by Verizon, without requiring "batch" downloads of the data from the database.

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[49] See also First Report and Order, ¶¶ 484-85.

[50] Id.

Q. Can you give an example?

A. Yes, in its Texas 271 Order, Arkansas & Missouri 271 Order and Kansas & Oklahoma 271 Order the FCC found that SWBT satisfies the requirements of competitive provision of checklist item 10, which requires nondiscriminatory access to the CNAM and LIDB databases.[51]

Q. Has the FCC considered this issue elsewhere?

A. Yes, the FCC has already considered and rejected what WorldCom is requesting. Paragraphs 484 and 485 of the FCC's First Report and Order (FCC 96-325) are dispositive on this issue. These paragraphs state:

> We require incumbent LECs to provide this access to their call-related databases by means of physical access at the STP linked to the unbundled database. . . We, therefore, emphasize that access to call-related databases must be provided through interconnection at the STP and that we do not require direct access to call-related databases. (emphasis added)

This was re-affirmed at paragraph 410 of the FCC's UNE Remand Order which specifically states:

> Thus, we require incumbent LECs to proved non discriminatory access to their call-related databases, including, but not limited to, the CNAM database…*by means of physical access at the signaling transfer point*

[51] Texas 271 Order, ¶¶ 189 and 364; Arkansas & Missouri 271 Order, ¶116; In re: Joint Application by SBC Communications Inc., et al. for Provision of In-Region, interLATA Services in Kansas and Oklahoma, 16 F.C.C. Rcd 6237, ¶ 255 (2001) ("Kansas & Oklahoma 271 Order").

linked to the unbundled databases. (emphasis added)

In short, the FCC specifically has required access to call-related databases at the signaling transfer point. It did not require Ameritech Illinois to provide CLECs with access to any information contained in the database on a bulk basis.

Q. Mr. Lehmkuhl claims that three other state commissions have found that the ILEC is required to provide full or batch access to the CNAM database in a download format.[52] Do you agree with this statement?

A. Mr. Lehmkuhl doesn't provide the full story on these rulings. He cites the Michigan Commission ruling (Case No. U-12540, March 2001), the Georgia Commission ruling (Docket No. 11901-U, February 2001) and the Tennessee Commission ruling (Docket 00-00309, December 2001). The Michigan ruling is under appeal, and the Georgia Commission ruling imposed use restrictions that precluded MCImetro from resale of the data. Mr. Lehmkuhl also neglected to mention that the FCC approved SBC applications in Arkansas and Missouri on November 16, 2001 - after the Georgia and Michigan Orders - and no bulk download of the database was required. He also neglected to mention the 15 or more states where WorldCom has presented these same arguments and been denied. Mr. Lehmkuhl offered almost identical arguments in an arbitration in California and WorldCom lost.

Q. Can you provide an example?

[52] Lehmkuhl Direct, lines 576-578.

A. The California PUC's Final Arbitrator's Report of a recent arbitration in California between Pacific Bell and MCIm rejected WorldCom's request for a download of the CNAM database.[53]

The issue in the California arbitration was: "Should MCIm have access to the functionality of the CNAM and LIDB data bases for use in call processing or should MCIm have unlimited access to all the information stored by the entire LEC community?" The Final Arbitrator's Report stated:[54]

> A review of the rules promulgated by the FCC in its UNE Remand Order supports Pacific's assertions. Section 51.319(e)(2) relates to call-related databases. Subsection (A) of that part reads as follows:
>
> > For purposes of switch query and database response through a signaling network, an incumbent LEC shall provide access to its call-related databases, including but not limited to, the Calling Name Database, 911 Database, E911 Database, Line Information Database, Toll Free Calling Database, Advanced Intelligent Network Databases, and downstream number portability databases *by means of physical access at the signaling transfer point linked to the unbundled databases*. (emphasis original.)
>
> In other words, the FCC defined this particular UNE narrowly to include access to databases at the STP. MCIm is correct that Section 251(c)(3) of TA96 states unequivocally that Pacific may not restrict MCIm's use of a UNE to provide a telecommunications service. However, the FCC has defined this particular UNE to be limited to access at the STP, which would not include downloading of the entire database. Further, the FCC expressed concern with privacy issues related to access these call-related

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53 Case A. 01-01-010 FAR Issue 3.

54 Id. at 63-64.

databases. In Subsection (E) of its rules, the FCC states:

> An incumbent LEC shall provide a requesting telecommunications carrier with access to call-related databases in a manner that complies with section 222 of the Act.
>
> Section 222 relates to the privacy of customer information. The language the FCC placed in Subsection (E) above shows the FCC's intent that access to information be granted in a way that protects customers' privacy. In order to protect customers' privacy, a carrier should not be permitted to save any information obtained from routine database queries. Therefore, Pacific's position on the downloading of call-related databases for MCIm is adopted.

Q. Please give another example.

A. In Washington, AT&T and WorldCom as Joint Intervenors did not deny that, in the UNE Remand Order, the FCC required ILECs to provide access only on a switched query and database response through the SS7 network. However, they asserted that it is technically feasible for Qwest to provide access to the database on a bulk basis. The Joint Intervenors argued that Qwest could not meet the requirements of Checklist Item No. 10 unless it provides access to the CNAM database as a whole, rather than on a per-dip or per-query basis. At paragraph 62 of its Initial Order[55], the Commission stated "While WorldCom is correct that Section 251(c)(3) requires nondiscriminatory access at any technically feasible point, the UNE Remand Order, issued much more recently than the First Report and Order, requires access to calling name databases such as the ICNAM only at the STP."[56]

[55] Initial Order Docket No. UT-003022 and UT-003040, ¶¶ 155-158.
[56] UNE Remand Order, ¶ 402.

Q. Were the findings of the Initial Order approved by the Washington Commission?

A. Yes.

Q. Mr. Lehmkuhl claims that the per-query requirement forces WorldCom to incur developmental cost associated with a complex routing scheme. Do you agree?[57]

A. No, he is incorrect when he states that requiring query access forces WorldCom to incur development costs associated with a complex routing scheme that are not incurred by Ameritech Illinois. The routing scheme for querying call-related databases is controlled by industry standards bodies. Ameritech Illinois did not design the routing scheme for access to CNAM. WorldCom is free to participate in industry forums that establish, maintain, and change those standards. Ameritech Illinois, just like WorldCom, must connect to the CNAM database using SS7 through the STP. That is what the FCC requires. Ameritech Illinois incurs the cost of the same routing scheme for call queries, as do all other carriers, including WorldCom. The routing is not through the Ameritech Illinois switch. It is a query from the Ameritech Illinois switch through the STP to the CNAM database. This is the same routing scheme that is used by all carriers, including WorldCom.

Q. What about WorldCom's claim that the "per query" access causes it to experience delays in call processing?

[57] Lehmkuhl Direct at 24.

WorldCom is incorrect that it experiences a delay in receiving information for Caller ID that it would not experience if it operated its own database. Ameritech Illinois experiences the same "delay," which is measured in microseconds. Both Ameritech Illinois and WorldCom must launch a query through the STP and wait for the response from the appropriate call-related database. This is the same process followed by all carriers. Unless WorldCom had a complete database of all carrier information, it would still have to launch a query to the STP to determine in which database the data is stored. It is highly unlikely that competing providers would choose to store their highly sensitive data with WorldCom. Even if WorldCom had a download of all of the databases, it would still have to launch a query from the switch to the database unless each WorldCom switch had a copy of the full database loaded inside the switch in order to perform the query.

Q. Mr. Lehmkuhl attempts to analogize access to the CNAM database and the directory assistance listings ("DAL").[58] Do you agree with this analogy?

A. No. WorldCom presents an incorrect analogy between access to the CNAM database and the Directory Assistance Listing ("DAL") database. When discussing the obligations of an ILEC in the First Report and Order and the UNE Remand Order the FCC did not lump call-related databases in with DAL. Directory Assistance ("DA") was designated as its own distinct UNE in the First Report and Order while access to call-related databases were discussed in an entirely different section of the order. In the UNE Remand Order, the FCC determined that DA is no longer a UNE, and clarified that 911 and CNAM were included in call-related UNE

[58] Id., at 21.

databases. The subsequent Directory Listing Information Order[59] required a download of the DA database, but as a dialing parity obligation under 47 U.S.C. section 251(b)(3) - not as a UNE.

WorldCom is merely trying to confuse the Commission into thinking that one database is the same as any other database. This is not true. As noted above, unlike DA, the FCC has clearly recognized the proprietary nature of the data in the call-related databases such as CNAM and the inability for the ILECs to unbundle the database from the signaling network, therefore requiring mediated access through the STP.

Q. Mr. Lehmkuhl argues that WorldCom can provide better service and more innovation if it can operate its own CNAM database.[60] Is this correct?

A. There is no way of knowing if this claim is true, but if WorldCom believes that it is true, WorldCom is free to create its own database. However, this is no reason conclude that Ameritech Illinois is required to sell the data in its database at UNE rates.

Q. Please summarize your comments regarding the WorldCom request to have a bulk download of the CNAM database.

A. The CNAM database itself is not a UNE. The FCC has emphasized that access to call-related databases must be provided through interconnection at the STP, but the FCC does not require direct access to call-related databases. Ameritech Illinois

[59] CC Docket 99-273, 16 FCC Rcd 276 (January 19, 2001)
[60] Lehmkuhl Direct at 23-24.

fully complies with its obligation to make available access to the CNAM database on a per query basis.

3. WorldCom Complaint – CNAM of Ported Numbers

Q. Mr. Lehmkuhl complains that under certain circumstances when a customer switches local service providers from Ameritech Illinois to WorldCom and their telephone numbers is ported to WorldCom, the data Ameritech Illinois displays on caller ID terminals to its customers is wrong.[61] Please respond.

A. Mr. Lehmkuhl describes a specific case in Illinois of a travel agency who is now a WorldCom local customer who previously was an Ameritech Illinois local customer. When this travel agency made telephone calls placed to Ameritech Illinois local customers and the Ameritech Illinois local customer had caller ID with name, the travel agency was being identified as a funeral home. Mr. Lehmkuhl claims this occurred because Ameritech Illinois failed to update its CNAM database which is the source of the name displayed in the caller ID with name unit.[62]

Mr. Lehmkuhl presented this same claim in Michigan, but he included information that allowed Ameritech Michigan to identify the travel agency and investigate the claim. The investigation indicated that NPA-NXX code used for this customer was assigned to a WorldCom switch and therefore would not be a ported telephone number at all. It was a WorldCom telephone number and WorldCom is responsible for administering that number in the local number portability database. It appears that WorldCom did not do so.

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61 Id. lines 641-645.
62 Id., at lines 647-653.

Q. Mr. Lehmkuhl claims more broadly that Ameritech Illinois does not properly update its CNAM database when a number is ported to a CLEC, therefore causing errors in the identification of CLEC customers. Is this correct?

A. No. This is a complicated issue and I will give a detailed response below. Before doing so, I want to give a very simplified response. WorldCom used to keep its numbers in Ameritech Illinois' CNAM database and, like all carriers, was responsible for updating those numbers (i.e., deleting the old information and adding new information). WorldCom no longer keeps its numbers in Ameritech Illinois' database – it uses the CNAM database of Illuminet. Both WorldCom and Ameritech Illinois agree that the WorldCom numbers should be removed from Ameritech Illinois' database because WorldCom is no longer keeping those numbers current and accurate. However, Ameritech Illinois needs to get specific instructions from WorldCom about the exact numbers that Ameritech Illinois should delete. Otherwise, we may improperly delete working numbers. WorldCom wants to wash its hands of the problem and refuses to provide Ameritech Illinois such specific instructions. As a result, Ameritech Illinois' database contains numbers that are not current. This is the source of WorldCom's complaint and the solution is well within WorldCom's control.

Q. What is the detailed explanation?

A. A CLEC has the option of using Ameritech's CNAM data as described in paragraphs 262 through 266 in my Affidavit. However, a CLEC may choose to store its CNAM data in a database operated by a third party. In either case, the CLEC is responsible

for administering the data stored in the database. If data stored in the CNAM database is incorrect, as alleged by Mr. Lehmkuhl, WorldCom has control of that data and must assist in correcting it. WorldCom has informed Ameritech Illinois that it has chosen to use a third party supplier (Illuminet) for its CNAM data storage. Since early this year, Ameritech Illinois has been working with WorldCom's CNAM service provider to remove all WorldCom records from the Ameritech Illinois database that are stored in the Illuminet database.

Prior to April 2001, Ameritech Illinois did not purchase CNAM information associated with ported numbers if such CNAM information was stored on a non-Ameritech Illinois CNAM Database. Therefore, when the subscribers to those ported numbers called an Ameritech end user, the caller's name did not display on the Caller ID unit. If a CLEC with ported numbers did select Ameritech as their CNAM Database, Ameritech Illinois did store the CNAM information. Therefore, when the subscribers to those ported numbers called an Ameritech end user, the caller's name displayed on the Caller ID unit.

In March 1999, Ameritech Illinois offered a new option to CLECs that stored their name information on another company's CNAM Database. If the CLEC would jointly store its information on both platforms (Ameritech Illinois' and the foreign CNAM Database), Ameritech Illinois would retrieve the CNAM information from its CNAM Database and forward it on to the called party for display on the Caller ID unit. Ameritech Illinois offered this dual storage ability at no charge.

Q. Has this changed?

A. Yes, in January 2001, Ameritech Illinois began work on enhancements to purchase the CNAM information associated with ported numbers on foreign databases. Ameritech completed those enhancements in April 2001. Also in April 2001, Ameritech Illinois stopped accepting requests to jointly store data (because there was no further need). For Ameritech Illinois' enhancement to take full effect, however, numbers that had previously been jointly stored need to be removed from Ameritech Illinois' CNAM Database.

Ameritech Illinois has coordinated with WorldCom's CNAM Database provider for such removal. In June 2001, Illuminet issued a "Special Report" that notified its customers that Ameritech would now access Illuminet's database for ported CNAM information. This "Special Report" went to all of Illuminet's CNAM customers and requested that they contact Illuminet for assistance in making the changes necessary for Ameritech Illinois to begin accessing their data on Illuminet's CNAM Database. Illuminet agreed to collect the information and forward it to Ameritech Illinois, who will in turn delete the numbers from its CNAM Database. Once those numbers have been deleted, Ameritech Illinois will query Illuminet for the CNAM information stored on Illuminet's CNAM Database. Ameritech Illinois is aware of four CLECs that store data with Illuminet. WorldCom delayed providing the list of numbers to be deleted, until August 2001. With the removal of these numbers, Ameritech began querying Illuminet for name information associated with ported numbers.

B. WorldCom Complaint – LIDB

Q. Mr. Lehmkuhl claims on behalf of WorldCom that Ameritech Illinois has improperly restricted the use of the LIDB database to local service.[63] Is this correct?

A. No, it is not. Ameritech Illinois does not limit the use of the LIDB database to local service only. Ameritech Illinois offer access as a UNE to CLECs and offers access under tariff to Interexchange Carriers ("IXCs"). WorldCom operates as both a local CLEC and an IXC. The local CLEC may use the LIDB database for all legitimate functions at the rate established for UNE access. The IXC may use the LIDB database for all legitimate functions at the rate established in the state or interstate switched access tariff. Ameritech Illinois has not placed any restrictions on how the CLEC may use the access. What Mr. Lehmkuhl is trying to do is to negate the access tariff and its rates.

Q. Why is it appropriate to recognize this distinction between local services and access services?

A. In the First Report and Order the FCC stated "Nothing in this Report and Order alters the collection of access charges paid by an interexchange carrier under Part 69 of the Commission's rules, when the incumbent LEC provides exchange access service to an interexchange carrier, either directly or through service resale."[64] The FCC has maintained this distinction for loops and switching in subsequent orders. UNEs cannot be uniformly substituted for services purchased from the access tariff. Where the FCC has allowed this, it has done so explicitly and in a very limited

[63] Id., at 33- 35.

fashion. For example, the FCC permits a CLEC purchasing a UNE loop to collect access charges from IXCs that terminate calls to that customer over the UNE loop, and to that limited extent the UNE is displacing the ILEC's access service. The other example is that a CLEC can migrate a special access line to UNEs if it can demonstrate that the line is used to provide "a significant amount of local exchange service".[65] Neither of these limited circumstances applies here. WorldCom is not entitled to use access to the LIDB database under an interconnection agreement to perform functions for its long distance company that were previously provided under the access tariff.

Q. Has the FCC approved other state agreements where the CLEC is limited to access of LIDB for local services only?

A. Yes, The generic agreements for Arkansas, Kansas, Missouri, Oklahoma and Texas (served by Southwestern Bell Telephone LLP ("SWBT"), which has received 271 approval in all five states) contain a provision similar to the following:

> SWBT provides LIDB Validation Service as set forth in this Attachment only as such service is used for CLEC's LSP activities on behalf of its Oklahoma local service customers where SWBT is the incumbent local exchange carrier. CLEC agrees that any other use of SWBT's LIDB for the provision of LIDB Validation Service by CLEC will be pursuant to the

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[64] First Report and Order, ¶ 30.

[65] See Supplemental Order, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, 15 F.C.C. Rcd 1760 (1999) ("UNE Remand Supplemental Order"); Supplemental Order Clarification, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, 15 FCC Rcd 9587 (2000) ("UNE Remand Supplemental Order Clarification").

terms, conditions, rates, and charges of SWBT's effective tariffs, as revised, for LIDB Validation Service.[66]

Q. Please address Mr. Lehmkuhl's concerns about the movement of the LIDB to SNET DG.

A. Mr. Lehmkuhl mistakenly believes that Ameritech Illinois has transferred ownership and control of the LIDB to SNET DG. This is not true. Ameritech Illinois' LIDB platform became obsolete and was discontinued by the manufacturer. Rather than replace this platform with a new one, Ameritech Illinois chose to obtain LIDB services from a third party. As a result, Ameritech Illinois no longer owns or operates a LIDB database in its network. Ameritech Illinois does, however, still retain ownership and control over its data on this other platform. Obviously, Ameritech Illinois cannot side step its obligation to permit access to the LIDB database, and it has not attempted to do so. The agreement between Ameritech Illinois and SNET DG requires that users of the database be given query access to Ameritech Illinois' data under the terms, conditions, and prices of Ameritech Illinois' approved and effective interconnection agreements (for CLECs) as well as state and federal switched access tariffs for all others. Companies that want access to any other third party, non-Ameritech Illinois data residing on SNET DG's LIDB can obtain such access according to the terms, conditions, and prices of their negotiations with SNET DG.

[66] Oklahoma 2000 Agreement ("O2A") Appendix UNE, ¶ 9.4.2.6.

Q. Mr. Lehmkuhl claims that SNET DG has quoted a price of at least $0.06 per query for a LIDB service. Can you comment on this?

A. Mr. Lehmkuhl does not provide many details on this incident; I believe, however, that he is referring to a request for access to data other than Ameritech Illinois data. As stated above, Ameritech Illinois maintains control of its own data, but SNET DG's database also contains information from other companies over which Ameritech Illinois has no control.

Q. Does this conclude your Rebuttal Testimony?

A. Yes, it does.